STATEMENT OF ARGUMENTS FOR PRE-APPEAL REVIEW

The following listing of clear errors is responsive to the Final Rejection mailed September 15, 2009.

The Final Rejection fails to establish that claims 1-14 are "obvious" under 35 U.S.C. §103(a) over Chocobo World–Final Fantasy 8 (hereinafter "Chocobo World–FF8") in view of Sato (U.S. '930, hereinafter "Sato").

In order to establish a *prima facie* case of obviousness, all of the claim limitations must be taught or suggested by the prior art. The combination of Chocobo World–FF8 and Sato fails to teach or suggest all of the claim limitations. In particular, the combination of Chocobo World–FF8 and Sato fails to teach or suggest a memory write controller that writes information related to the occurrence of detected game conditions into *both* a backup data storing area associated with a game being played and a backup data storing area associated with at least one other game not being played, at a time during gameplay upon determining that the gameplay condition is accomplished. For example, the combination fails to teach or suggest the following limitations as required in Applicants' independent claims 1, 8, 9, 10, 11 and 13 and their respective dependent claims:

> "...a memory write controller which, at a time when the game condition detector determines that a predetermined game condition is accomplished, *automatically writes* information relating to the accomplished game condition *into both* said first backup data storing area *and said second backup data storing area* being arranged separately from said first backup data storing area, regardless of which game program was started by said game operation controller."(claim1)(emphasis added)

> "...*writing*, at a time when it is determined that the predetermined game condition is accomplished, information relating to the predetermined game condition *into both* a backup data storing area of a game in which progress of gameplay has been initiated *and into a backup data storing area of at least one other game* also stored on said apparatus in which progress of gameplay has not been initiated, wherein said game apparatus autonomously stores information relating to an occurrence of predetermined conditions during gameplay progress of at least one game into a backup storing area associated with each one or more of other games that are also stored on said game apparatus." (claim 8) (emphasis added)

> "...*writing*, at a time upon determining that the predetermined gameplay condition is accomplished, information relating to the predetermined game condition *into both* a backup data storage area associated with a game being played in which the predetermined game condition is accomplished *and into a backup data storing*

area associated with at least one other game in which gameplay has not been started, and wherein said game apparatus automatically stores information relating to an occurrence of predetermined conditions during gameplay progress of a game being played into a backup storing area associated with other games that are also stored on said game apparatus." (claim 9) (emphasis added)

"...wherein said game apparatus *stores information* relating to predetermined conditions occurring during gameplay of at least one game *into a backup data store associated with each of one or more other games that are also stored on said game apparatus*, enabling information relating to gameplay conditions occurring during gameplay progress of one game to be used by one or more other games that are also stored on said apparatus." (claim 10) (emphasis added)

"...wherein said memory writing controller programmed logic circuitry enables the game apparatus *to store information* relating to predetermined conditions occurring during gameplay of at least one game *into a backup data store associated with each of one or more other games that are also stored on said game apparatus*, enabling information relating to gameplay conditions occurring during gameplay progress of one game to be used by one or more other games that are also stored on said apparatus." (claim 11) (emphasis added)

"...program instruction means for *autonomously writing*, upon determining that the predetermined condition is accomplished during gameplay of said one game, information relating to the predetermined condition to *into both a backup data storing area associated with a game* in which said predetermined condition is accomplished *and into a backup data storing area associated with at least one other game program* that is also stored on said storage medium." (claim 13) (emphasis added)

As described in the BACKGROUND OF THE INVENTION of Applicants' specification, prior art game apparatus are known for being capable of playing a plurality of games related to each other and storing back-up data for each game. However, the inventors realized that when any one game is selected to be started and played, the back-up data for all of the other related games had to be searched in order to determine how to change the state of the game being started to reflect related conditions achieved in other games because, in the prior art, the back-up data storage areas corresponding to other games was never updated/written during the gameplay of a game being played. In order to improve upon this deficiency in prior art gaming, the invention of claims 1, 8, 9, 10, 11 and 13, among other things, provides a back-up memory writing control which, when a predetermined game condition is accomplished during gameplay, writes that information into both a backup data storing area of a game in which

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progress of gameplay has been initiated and into a backup data storing area associated with at least one other game. (See, for example, Applicants' specification at page 4, line 23 to page 5, lines 6 and 14-23, and page 8, line 22 to page 9, line 4, and page 24, lines 8-18.)

In brief, the Office Action asserts that the cited prior art (Chocobo World and Sato) "discloses that game condition data is saved automatically to different locations and is used by different players" and argues that Applicants' claimed invention is obvious because it performs "a common tracking and updating task in gaming." (Office Action at page 2, para.1.) More specifically, the Office Action asserts that the Chocobo World game and the FF8 game "have memory allocated to them and can be configured to store game state data (e.g., health, fuel, energy, weapons) and Final Fantasy 8 game progress can be saved independently of Chocobo World" (Office Action at page 4, para. 3). In particular, the Office Action refers to a section of the Chocobo World–FF8 reference entitled "*Importing Chocobo World Items into FF8*" and interprets this as teaching "enabling a player to play a plurality of games stored on the game apparatus wherein backup memory storage contains a first and a second storage area for backing up game data..." The Office Action then goes on to also assert that "Sato teaches more explicitly these limitations." (Office Action at page 5, para. 2 through page 6, para. 1.) With respect to Sato, the Office Action contends that the Sato '930 patent teaches storing information relating to conditions occurring during game play into a backup data store associated with one or more of the games, citing the Sato '930 patent at col. 4, lines 54-58 and referring to the Ability Data Storage Area 24 and Ability Data Storage Medium 22 in Fig.1, and also referring to Ability Data Storage Areas 42-1 through 42-N in Fig. 2. The Office Action then argues that it would have been obvious to one of ordinary skill "to employ the plurality of games, backup storage areas and shared ability data as taught by Sato into the teachings of Chocobo World – Final Fantasy 8 to provide a game system which expands the content of the home video game so that a commercial video game is capable of accepting a challenge of a player with a character having the ability enhanced in the home video game..." (Office Action at pages 6-8 and 18.)

However, an essential claimed element of Applicants' invention is clearly not present in the prior art applied by the Office Action or the Examiner's analysis in the Office Action as Chocobo World–FF8 and Sato both fail to teach or suggest a memory write controller that writes information related to the occurrence of detected game conditions into *both* a backup data storing

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area associated with a game being played *and* a backup data storing area associated with at least

one other game not being played, *at a time during gameplay* upon determining that a particular

gameplay condition is accomplished. By way of example, Applicants' independent claims 1, 8,

9, 10, 11 and 13 each require either i) automatically writing information relating to the

accomplished game condition into *both* a first backup data storing area *and* a second backup data

storing area *at a time when a game condition is accomplished* or ii) storing information relating

to predetermined conditions occurring *during gameplay* into a backup data store associated with

each of one or more other games that are also stored on the game apparatus. (See above listed

claim excerpts.) The Chocobo World–FF8 reference, however, does not teach or suggest

automatically writing into *both* a backup data storing area associated with a first game (the

Chocobo World game) *and* a backup data storing area associated with another game (the FF8

game) because the Chocobo World–FF8 reference actually discloses that items saved in the

Chocobo World game must be moved into the "inventory" area for FF8 and *once items are*

moved into inventory for the FF8 game they are no longer in the CW game file. (See Chocobo

World–FF8 reference at page 7, para. 2, which states: "After you move the items to

inventory...you will be reminded to save your FF8 game...since they are no longer in the CW

file".) In other words, game conditions accomplished and stored in the Chocobo World game

must be manually transferred by a game player/operator to the backup area for the FF8 game. At

best, the Chocobo World–FF8 reference teaches only a manual transference of game data

between different memory areas. The Sato reference, similarly fails to teach or suggest

automatically writing into *both* a backup data storing area associated with a first game *and* a

backup data storing area associated with another game at the time the game condition is achieved

because, in Sato, a player's "ability data" is written either to the Ability Data Storage Area 24 or

to the Ability Data Storing Medium 22, *but it is not written into both during gameplay.* (See e.g.,

Fig. 1 and col. 4, lines 19-36 and lines 51-68.) More specifically, ability data is updated only in

the Ability Data Storage Area 24 during gameplay by the Ability Data Change Circuit 16a (see

Figs. 1 and 10) and then transferred from the memory area 24 into a storage medium 24 *only*

when gameplay is suspended/terminated by the Ability Data Read/Write Circuit 16b (see

operation flow 2000 for Ability Data Read/Write Circuit 16b in Fig. 9, and also col. 8, lines 13-

15, col. 11, lines 54-60 and col. 12, line 60 through col. 13, line 3.) With respect to the Office

Action contention that Fig. 2 of Sato demonstrates distinct back-up storage areas 42-1 and 42-2 through 42-N, these storage areas correspond to different players'/game control units 34-1 to 34-N which are each updated individually and independently of updates made to each other. In contrast to Applicants' claimed invention, if storage area 42-2 is written/updated, the remaining storage areas 42-2 through 42-N are <u>not</u> also updated/written with information indicative of the update to area 42-2. (See e.g., col. 6, lines 65-59.)

Accordingly, even if the Chocobo World–FF8 reference were combined with Sato, the combination would not have taught or suggested all of the claim limitations.

Applicants therefore respectfully request that the pre-appeal panel find that the application is allowed on the existing claims.

Respectfully submitted,

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